

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION**  
**AND DEVELOPMENT**

**LETTER BID**  
**PROPOSAL**

STATE PROJECT NO. H. 002622 (PART 4) (Contract No. 4)  
FEDERAL AID PROJECT NO. 3707(509)  
ROUTE LA 616 – ARKANSAS ROAD  
DEMOLITION OF BUILDINGS  
OUACHITA PARISH

## NOTICE

### DEMOLITION OF STATE-OWNED BUILDINGS AND APPURTENANCES "WHERE IS - AS IS"

Sealed letter bids for the demolition of State-owned buildings and appurtenances will be received by the Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802-9245 until 4:15 P.M. on Wednesday, June 19, 2013, after which bids will be received in the Louisiana Department of Transportation and Development Auditorium, 1201 Capitol Access Road, Baton Rouge, Louisiana, from 9:00 A.M. until 10:00 A.M. on Thursday, June 20, 2013, at which time and place bids will be publicly opened and read. No bids will be received after 10:00 A.M.

STATE PROJECT NO. H.002622 (PART 4) (Contract No. 4)  
FEDERAL AID PROJECT NO. 3707(509)  
DEMOLITION OF BUILDINGS AND APPURTENANCES

Item No: 8-1: One (1) wood frame detached carport with handicap ramp, having approximately 460 sf, located at 2459 Arkansas Road, West Monroe, La. 71291, Ouachita Parish.

PERFORMANCE GUARANTY: \$ 460.00

DISTRICT PROPERTY MANAGER: Debra B. Milstead, 8010 Desiard Street, Monroe, La. 71203, telephone number 318-342-0250.

Bids must be submitted on forms provided by the Department. Bid forms may be obtained upon request from Real Estate Section, Room S207, East Wing of the Louisiana Department of Transportation and Development, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802, Phone 225-242-4545. Bid forms may also be downloaded from the Department's Real Estate web site FOR VIEWING ONLY at, [http://www.dotd.state.la.us/highways/project\\_devel/realestate/realestate.asp](http://www.dotd.state.la.us/highways/project_devel/realestate/realestate.asp). Written requests for bid forms should be sent to Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802. Bids should be mailed to Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802.

The Performance Guaranty shall be enclosed with the bid. Bid forms must be accompanied by a properly completed W-9 form, which is necessary for the refund of the Performance Guaranty.

Buildings offered for sale may be occupied, locked or boarded up. The buildings may be inspected by prospective bidders by appointment only between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, by contacting the District Property Manager or his authorized representative.

The right is reserved to reject bids and waive informalities.

SECRETARY, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

INSTRUCTIONS TO BIDDERS  
DEMOLITION OF BUILDINGS

**SUBMITTAL OF BIDS:** Bids must be submitted on the form provided herein and the bid prices shall be written in ink. The proposal and Contract must also be signed in ink. The bidder must also execute his portion of the enclosed Contract and have his signature witnessed by two witnesses. The portions of the Contract which must be completed by the bidder are shown on the enclosed sample. Failure of the bidder to submit the Contract properly executed along with his/her bid will be cause for rejection of his/her bid. The Department will execute its portion of the contract and date it immediately after determination of the successful bidder. The proposal, performance guaranty, Contract and other information specified in the proposal shall be submitted in a sealed envelope so marked as to indicate its contents without being opened. This envelope shall be placed in another which shall be sealed, addressed and delivered to the Louisiana Department of Transportation and Development, Baton Rouge, Louisiana, before the time specified for opening bids. Bids received after the time specified will be returned to the bidder unopened. If the bidder desires to change a bid price before the time specified for opening bids, he may do so by striking through the original bid price, writing the new bid price in ink and initialing.

**PERFORMANCE GUARANTY:** The performance guaranty must be enclosed with the bid; must be in the amount specified in the "Notice" elsewhere herein; and must be made payable to the Louisiana Department of Transportation and Development.

The performance guaranty shall be either a bond, certified check, official check, cashier's check, postal money order or bank money order. If the performance guaranty is a bond, it shall be similar to the bond form elsewhere herein and shall be guaranteed by a surety company authorized to do business in Louisiana.

Performance guaranties, except those of successful bidders, will be returned to bidders after determination of successful bidders. Bid forms must be accompanied by a properly completed W-9 form, which is necessary for the refund of the performance guaranty.

All costs for furnishing performance guaranties shall be borne by the bidder.

**REJECTION OF BIDS:** Proposals submitted without the Performance Guaranty will be rejected. Proposals submitted with incomplete bids, additions not called for, or conditional or alternate bids not called for, or without the proper signatures will also be rejected.

LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONDITIONS OF DEMOLITION

**APPURTENANCES:** "Appurtenance" shall be defined as: That which belongs to something else; something annexed to another thing more worthy as principal, and incident to it, such as outbuildings.

**AWARD OF CONTRACT:** The award of Contract, if awarded, will be made to lowest responsible bidder on the total bid for all parcels immediately after determination of the successful bidder.

**LAWS TO BE OBSERVED:** The contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the removal of the buildings and appurtenances, and shall indemnify the Department and its representatives against any claim or liability arising from violation of any such law, ordinance or regulation.

It is the contractor's responsibility to determine if asbestos material is present in the buildings to be demolished. If asbestos material is present the contractor must handle the removal and disposal of it in accordance with applicable State and Federal regulations.

Liquefied petroleum gas tanks and systems shall be removed in accordance with rules and regulations of the Liquefied Petroleum Gas Commission, Old State Capitol Building, Baton Rouge, Louisiana.

**SANITARY PROVISIONS:** The contractor shall observe rules and regulations of the State Board of Health and of all local health officials, and shall take all necessary precautions to avoid unhealthy conditions.

**PERMITS AND LICENSES:** The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to lawful removal of the buildings and appurtenances.

**RESPONSIBILITY FOR DAMAGE CLAIMS:** The contractor shall indemnify the Department and its representatives against all claims arising from injuries to persons or damages to property due to neglect by the contractor.

**PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS, ETC.:** The contractor shall be responsible for preservation of public and private property, trees, shrubs, monuments, etc., adjacent to the right of way on which the buildings and appurtenances are located and shall take every precaution to prevent damage thereto. Land monuments, property markers and right of way markers shall not be removed by the contractor without proper authority.

The contractor shall be responsible for damage done to public or private property due to any act, omission, neglect or misconduct in the execution of the work, or defective work or material, and shall restore, at his expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding or otherwise restoring same, or shall make good such damage in an acceptable manner.

DEMOLITION: Demolition shall not begin until the contractor has been notified in writing by the Department of the date on which he may begin removal operations, from which date the contractor shall have sixty (60) calendar days to complete the removal and cleaning of the area, unless an extension of time is granted in writing by the Department.

All removal activities shall be coordinated with Department's roadway contractor if project contract has been awarded.

If buildings are not removed within the time specified, or extension thereof, the contractor, at the option of the Department, may be placed in default upon written notice by the Department. The contractor may also be placed in default for performing his removal operations in a manner considered detrimental to, or reflecting discredit upon, the Department, or tending to create bad public relations.

In the event of default by the contractor, the Contract shall become void, except that any removal work partially performed by the contractor at the time of notice of default may be compensated for in an amount considered by the Department to be commensurate with the work performed, it being understood that such partial payment will be made at the option of, and in an amount determined by, the Department. In the event of the contractor being placed in default, the performance guaranty shall become subject to forfeiture to the Department, and the contractor will be ineligible for bidding on future projects.

Each building and appurtenance, shall be removed to ground level. : "CONCRETE SLABS AND FOUNDATION MATERIAL BELOW GROUND LEVEL SHALL ALSO BE COMPLETELY REMOVED BY THE CONTRACTOR, AND ANY RESULTING DEPRESSION IN THE GROUND SHALL BE FILLED WITH DIRT SO AS TO BE LEVEL WITH THE SURROUNDING TERRAIN."

Removal shall include piping, wiring, plumbing and other accessories above and below ground which are attached to or are part of a building, shed, garage, outhouse and other appurtenance; however, removal of fences and shrubs shall be optional with the contractor. The contractor shall also remove and dispose of all trash, debris, house piers, steps, broken concrete, bricks and other materials that would interfere with grass cutting operations, and shall mow each lot.

PAYMENT: Upon satisfactory removal of buildings and appurtenances as designated in the "Bid Schedule" and acceptance of the sites by the Department, the Department shall pay the contractor the total bid amount and immediately return the performance guaranty to him/her.

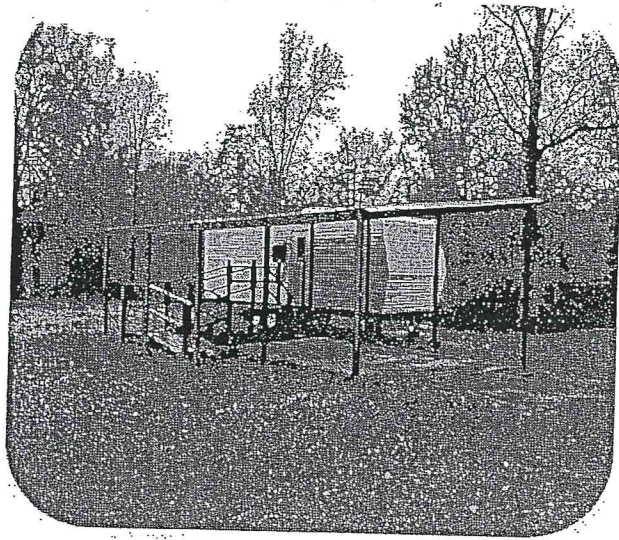
STATE PROJECT NO. H. 002622 (PART 4) (Contract No. 4)  
Sheet 1

PHOTOGRAPHS AND DESCRIPTIONS

Parcel No. 8-1

Address: 2459 Arkansas Road  
West Monroe, La. 71291

Description: One (1) wood frame  
detached carport with handicap ramps  
approximately 460 sf.





April 28, 2013

O.R. Colan Associates  
2106 N. 7th Street, Suite 230  
West Monroe, Louisiana 71291

Attn: Mr. Joe Earls

Re: SPN: H.002622.3  
Asbestos Survey  
Parcel 8-1  
West Monroe, Ouachita Parish, Louisiana  
Route LA 616 – Arkansas Road  
Terracon Project No. EH127068.2

Dear Mr. Earls:

The purpose of this report is to present the results of an asbestos survey performed on April 3, 2013, at the above referenced structure in West Monroe, Ouachita Parish, Louisiana. This survey was conducted in accordance with the Subcontract for Services, July 12, 2012, between Terracon and O.R. Colan Associates. We understand this survey was requested due to the planned demolition of the structure as part of the Arkansas Road construction project in Ouachita Parish.


No suspect asbestos-containing materials (ACM) were identified; therefore no samples were collected during the survey. Please refer to the attached report for details.

Terracon appreciates the opportunity to provide this service to O.R. Colan Associates. If you have any questions regarding this report, please contact the undersigned at 225-344-6052.

Sincerely,

**Terracon**

  
Zack L. Dial, P.E.  
Project Engineer

  
Richard M. Simon  
Senior Principal/Regional Manager



Terracon Consultants, Inc. 2822-B O'Neal Lane, Baton Rouge, LA  
P [225]344-6052 F [225] 344-6346 [terracon.com](http://terracon.com)

Geotechnical



Environmental



Construction Materials



Facilities

**APPENDIX A**

**ASBESTOS SURVEY SAMPLE SUMMARY**

**Route LA 616 – Arkansas Road**

**SPN: H.002622.3, Parcel 8-1**

**West Monroe, Ouachita Parish, Louisiana**

**Terracon Project No. EH127068.2**

HA	Sample No.	Description	Sample Location
No suspect ACM were identified during the survey.			

DEMOLITION OF BUILDINGS  
STATE PROJECT NO. H.002622 (PART 4) (Contract No. 4)

**BID SCHEDULE**

DEMOLITION AND/OR REMOVAL OF STATE-OWNED BUILDINGS AND  
APPURTENANCES "WHERE IS - AS IS" LOCATED WITHIN THE RIGHT-OF-WAY LIMITS  
OF THE LA 616-ARKANSAS ROAD.

PARCEL NO.	ADDRESS	BID AMOUNT
8-1	2459 Arkansas Road West Monroe, La.	\$ _____

TOTAL BID FOR DEMOLITION OF THE ABOVE LISTED BUILDINGS AND  
APPURTENANCES -----\$ \_\_\_\_\_

NOTE: The buildings to be demolished shall be numbered by the Department and the number shown on each building shall correspond to the respective parcel number as shown in the "Bid Schedule" of the proposal.

FOR EXAMPLE: The buildings to be demolished under Parcel No. 8-1 shall be numbered 8-1 on the premises.

**PROPOSAL**

DEMOLITION OF BUILDINGS

STATE PROJECT NO. H.002622 (PART 4) (Contract No. 4)

FEDERAL AID PROJECT NO. 3707 (509)

DEMOLITION OF STATE-OWNED BUILDINGS AND APPURTENANCES LOCATED  
WITHIN THE RIGHT-OF-WAY LIMITS OF THE LA 616- ARKANSAS ROAD

OUACHITA PARISH

ROUTE LA 616

Department of Transportation and Development  
Baton Rouge, Louisiana

The undersigned offers to demolish for cash payment the state-owned buildings and appurtenances at the price bid for each parcel in the "Bid Schedule" attached hereto.

The undersigned certifies that he/she has examined the buildings and appurtenances offered for sale and has satisfied himself/herself as to their condition, and conditions to be encountered in removing said buildings and appurtenances.

The undersigned further certifies that he/she has examined the "Conditions of Demolition" attached hereto and agrees to abide by said conditions.

BIDDER'S NAME \_\_\_\_\_  
(Please Print)

STREET ADDRESS \_\_\_\_\_

P.O. BOX \_\_\_\_\_ TELEPHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

TAX ID NO. (If applicable) \_\_\_\_\_

LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

**PERFORMANCE BOND**  
DEMOLITION OF BUILDINGS

as Principal, and \_\_\_\_\_

\_\_\_\_\_ a surety company authorized to do business in Louisiana, as Surety, are bound, in solido, unto the Department of Transportation and Development and unto all subcontractors, workmen, laborers, mechanics, and furnishers of materials and equipment, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns.

The condition of this bond is such, that if the Principal performs the work as described in the proposal made and entered into on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to complete

State Project No. 002622 (Part 4) (Contract No 4)

entitled "DEMOLITION OF BUILDINGS"

Route No. La 616 , Ouachita Parish

according to the stipulations in said proposal; pays all sums due on materials and supplies used and wages earned by workmen employed on the work; abides by the terms in said proposal at the time and in the manner and form specified; performs all labor and work; and furnishes all materials specified in said proposal in accordance with the terms of said proposal; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties to this Bond that the same is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10, Sections 2241 to 2248 inclusive.

In faith whereof, we have subscribed this obligation at Baton Rouge, Louisiana.

WITNESS OUR HANDS AND SEALS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Typed or Printed Name

I certify that I am, as of the date of this bond, a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to Countersign this bond on behalf of the surety identified herein.

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Address

STATE PROJECT NO. H. 002622(PART 4) (Contract No. 4)

**CONTRACT**  
DEMOLITION OF BUILDINGS

This agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, between the Department of Transportation and Development, acting through the  
Real Estate Administrator, Party of the First Part, hereinafter designated as "Department", and  
\_\_\_\_\_  
\_\_\_\_\_, domiciled and doing business in  
\_\_\_\_\_, Party of the Second Part, hereinafter  
designated as "Contractor".

In consideration of the agreements herein contained, to be performed by the parties hereto and  
of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall furnish all materials, equipment and labor and perform the required  
work, consisting of demolishing buildings as described on the Photographs and Descriptions  
sheet, in a thorough and workmanlike manner to the satisfaction of the Real Estate Administrator  
in accordance with the proposal filed with the Department dated \_\_\_\_\_,  
said proposal is made a part hereof as fully as if set out herein and hereby becomes a part of this  
Contract.

All removal activities shall be coordinated with Department's roadway contractor if project  
contract has been awarded.

The Contractor agrees to accept and the Department agrees to pay for the work at the price  
stipulated in said Proposal in lawful money of the United States at the time and in the manner set  
forth in the Conditions of Demolition.

Performance will begin on the date stipulated that the parcel will be vacated or as directed in  
writing by the District Property Manager. If a parcel is vacated by the occupant prior to the  
specified date the Contractor may request and the District Property Manager may authorize the  
Contractor to begin work on that parcel. In no event will the Contractor begin work prior to the  
occupant vacating the premises and all personal belongings of the occupant being removed. All  
work required in connection with the demolition will be completed within the time limit specified in  
the proposal subject to such extensions as may be authorized.

STATE PROJECT NO. H.002622 (PART 4) (Contract No. 4)

Total cost of Parcel No(s). \_\_\_\_\_ is \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

This contract shall become effective on the date that it is signed by the Real Estate Administrator.

In witness whereof, the Contractor and the Real Estate Administrator have hereunto subscribed their names.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor  
  
State of Louisiana  
Department of  
Transportation and Development  
  
By \_\_\_\_\_  
Real Estate Administrator

# SAMPLE

STATE PROJECT NO. H.002622 (PART 4) (Contract No. 4)

## CONTRACT

### DEMOLITION OF BUILDINGS

This agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
between the Department of Transportation and Development, acting through the Real Estate  
Administrator, Party of the First Part, hereinafter designated as "Department", and  
\_\_\_\_\_  
(Name of Contractor)  
domiciled and doing business in \_\_\_\_\_ (City, State) \_\_\_\_\_, Party of  
the Second Part, hereinafter designated as "Contractor".

In consideration of the agreements herein contained, to be performed by the parties hereto and  
of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall furnish all materials, equipment and labor and perform the required  
work, consisting of demolishing buildings identified as described on the Photographs and  
Descriptions sheet, in a thorough and workmanlike manner to the satisfaction of the Real Estate  
Administrator in accordance with the proposal filed with the Department dated  
\_\_\_\_\_, said proposal is made a part hereof as fully as if set out herein and  
hereby becomes a part of this Contract.

All removal activities shall be coordinated with Department's roadway contractor if project  
contract has been awarded.

The Contractor agrees to accept and the Department agrees to pay for the work at the price  
stipulated in said Proposal in lawful money of the United States at the time and in the manner set  
forth in the Conditions of Demolition.

Performance will begin on the date stipulated that the parcel will be vacated or as directed in  
writing by the District Property Manager. If a parcel is vacated by the occupant prior to the  
specified date the Contractor may request and the District Property Manager may authorize the  
Contractor to begin work on Property Manager may authorize the Contractor to begin work on  
that parcel. In no event will the Contractor begin work prior to the occupant vacating the premises  
and all personal belongings of the occupant being removed. All work required in connection with  
the sale will be completed within the time limit specified in the proposal subject to such extensions  
as may be authorized.

**SAMPLE**

STATE PROJECT NO.H.002622 (PART 4) (Contract No. 4)

Total cost of Parcel No(s). \_\_\_\_\_ is \_\_\_\_\_ (Bid price in words and numbers-- Example: TWO THOUSAND ONE HUNDRED ONE AND 50/100 DOLLARS (\$2,101.50))

This contract shall become effective on the date that it is signed by the Real Estate Administrator.

In witness whereof, the Contractor and the Real Estate Administrator have hereunto subscribed their names.

WITNESSES

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Contractor

\_\_\_\_\_  
(Signature)

State of Louisiana  
Department of  
Transportation and Development

By \_\_\_\_\_  
Real Estate Administrator



**DID YOU REMEMBER TO ENCLOSE. . .**

1. Bid Schedule?
2. Proposal?
3. Performance Guaranty? (\*\*IN ONE OF THE FORMS STATED)
4. Contract?
5. Completed W-9 form?

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.